

REC'D AUG 13 2024

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA
CIVIL ACTION**

No.2022-cv-00688 (JMY)

AMERICAN ENVIRONMENTAL ENT

D/b/a The safetyhouse.com

Plaintiff

vs.

Manfred Sternberg, Esquire

Sam Gross, CHG

GARY WEISS. Pro-Se

DAFNA ZEKARIA

Defendants

Re:

**DEFENDANT MANFRED STERNBERG FIRST REQUEST FOR
ADMISSION AND SUPPLEMENTAL INTERROGATORY**

Gary Weiss, Pro-Se, RESPONSE by Gary Weiss

To Clarify, Gary Weiss or A.Solar, Never entered into any contract with The PLAINTIFF, The Safety House or Daniel J.Scully, nor did it enter to any agreement with Defendant Manfred Sternberg Esquire. The Payment of \$1,960,600.00 that The Safety House Made to Sam Gross, CHG, through Attorney Manfred Sternberg's IOLTA account, was made many days before I made a SALE to Sam Gross, CHG of the Covid 19 Test Kits, Gary Weiss Never took part in Soliciting The sale of Covid Test Kits from Sam Gross, CHG to TSH, Daniel J. Scully, or participating in any Agreement that led to that Sale, transaction. That was Done By Chris Cortese & Dick Gray & others. Plaintiff, The Safety House never submitted any Agreement which Gary Weiss is in Violation of, or any Unlawful conduct towards Daniel Scully of the Safety House. As admitted by Daniel Scully of The Safety House in his deposition on July 23, 2024, Daniel Scully had the SPA, Sales And Purchase Agreement, 2 weeks before he Wired the Money, \$1,960,600.00 to the IOLTA account of Attorney Manfred Sternberg,

and read the SPA over 10 times prior to sending the Money on January 21, 2022, as admitted in his 7-23 2024 deposition by defendant Sternberg. Also Daniel Scully admitted that he received a loan for the purpose of buying Covid 19 Related products, in the amount of \$100,000.00 from the Government, and it became a grant, the loan was forgiven, Daniel J. Scully also admitted that he received another loan of \$2,000,000.00 from the United States Government in January of 2022, and till Today, 2.5 years after receiving that loan, Daniel J. Scully, TSH, did not pay back this loan, nor is he required to pay it back, as of July 23, 2024, as admitted in his 7-23 2024 deposition by defendant Sternberg. In both cases shortly after placing the orders with Sam Gross, CHG, and using those orders to demonstrate to the Government his Valid orders, and receiving the Loans, Daniel J. Scully asked for a refund of the money, and canceling the orders, the first order to CHG, Sam Gross, was made on January 19, 2022, which was refunded on January 28, 2022, at the request of Daniel Scully. The 2nd order of \$1,960,600.00 was placed on January 21, 2022, and refund, cancellation was requested by Daniel J. Scully on February 9, 2022 and February 15, 2022 .

Gary Weiss did refund the Money that Sam Gross, CHG, made regarding the Sale that Gary Weiss made to Sam Gross, CHG, a Full Refund confirmed by Sam Gross and acknowledged by his Attorney Manfred Sternberg Esquire. A confirmation declaration by Sam Gross that he received a FULL refund, and has no further claims against Gary Weiss or any Company that Gary Weiss is affiliated with, was filed, sent, to all parties involved. None of the parties involved in this lawsuit, ever denied the FULL Refund given to Sam Gross, CHG. As admitted in his 7-23 2024 deposition by defendant Sternberg, The Safety House did not lose any \$ yet, as TSH is not required to pay back any of the loans \$\$\$ that was paid to Sam Gross, CHG for the purchase of Covid-19 test Kits, and did not realize a \$\$\$ loss yet, as TSH is not required to pay back those loans, and his claim for actual losses are False.

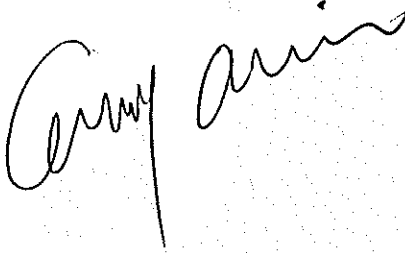
ANSWERS TO : REQUEST FOR ADMISSION.

Admission to All statements by Defendant is agreed, from Number 1 to Number 43 AGREED, Except where it is Explicitly not agreed or contradicted.,

- 1. Agreed .**
- 2. Agreed.**
- 3. Agreed.**
- 4. Agreed**
- 5. Agreed**
- 6. Correct.**
- 7. Agreed**
- 8. Agreed**
- 9. Agreed.**
- 10. Agreed**
- 11. Agreed**
- 12. Agreed.**
- 13. Agreed.**
- 14. Agreed.**
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- 28. Agreed.**
- 29. Agreed.**
- 30. Agreed.**
- 31. Agreed.**
- 32. Agreed.**
- 33. Agreed.**

- 34. Agreed.
- 35. Agreed.
- 36. Agreed, Plaintiff Denies responsibility for the manner which he spent the Government Loans, Grants.
- 37. Agreed.
- 38. Agreed.
- 39. Agreed that Ed Napolitano was hired by Daniel Scully as a "Strongman" to collect the money that Daniel Scully paid to Sam Gross.
- 40. Agreed.
- 41. Denied, cannot verify, Sternberg does not provide supporting documents to Weiss.
- 42. Agreed.
- 43. Agreed.

GARY WEISS, Pro - Se
08-12-2024
wgary4109@gmail.com
908-546 2649

A handwritten signature in black ink, appearing to read "Gary Weiss", is written over a large, faint, dotted watermark of the state of Florida.